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**DECLARATION AND POWER OF ATTORNEY
FOR A PATENT APPLICATION**

As one of the herein named inventor(s), I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled CONTROL SYSTEM AND METHOD FOR CURRENCY EXCHANGE AND MERCHANDISE SALES, the specification of which is attached hereto.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, Sec. 1.56. (Under Sec. 1.56 information is material to patentability when it is not cumulative to information already of record before the Patent and Trademark Office with respect to the present application and it establishes either by itself or in combination with other information a prima facie case of unpatentability of a claim or it refutes or is inconsistent with a position taken in opposing an argument of unpatentability relied upon by the Patent and Trademark Office or in asserting an argument of patentability. Under this section a prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.)

I hereby state that I do not know and do not believe that the invention was ever known or used in the United States of America before my invention thereof; that to the best of my knowledge and belief the invention has not been in public use or on sale in the United States of America more than one year prior to this application, or patented or described in any printed publication in any country before my invention thereof or more than one year prior to this application, or patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to this application; and that no application for patent or inventor's certificate on this invention has been filed in any country foreign to the United States of America prior to this application by me or my legal representatives or assigns.

I hereby appoint Malcolm A. Litman, Reg. No. 19,579; Gerald M. Kraai, Reg. No. 34,854; Mark E. Brown, Reg. No. 30,361; Kent R. Erickson, Reg. No. 36,793; Mark L. Kleypas, Reg. No. 43,720; and Marcia J. Rodgers, Reg. No. 33,765 all members of the bar of the State of Missouri, whose postal address is Shughart Thomson & Kilroy, P.C., Twelve Wyandotte Plaza, 120 West 12th Street, Kansas City, Missouri 64105, telephone (816) 421-3355 as my attorneys, with full power of substitution, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent Office connected therewith in my behalf.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these

statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

(1)
Date: 11/13/00

Sharon K. Heidenreich
Sharon K. Heidenreich

Residence: 766 E. Poppywood Drive
Highlands Ranch, CO 80126
(303) 471-2176

Citizenship: USA

(2)
Date: 11/13/00

Anthony J. Selway
Anthony J. Selway

Residence: 824 South Sherman
Denver, CO 80209
(303) 733-0823

Citizenship: BRITISH

(3)
Date: 11/22/00

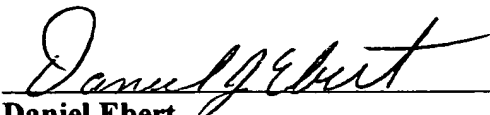
W. H. Danda
**Woodrow Hendricks Danda (a/k/a
Anthony H. Danda)**

Residence: 244-A Peachtree Hills Ave.
Atlanta, GA 30305
(770) 939-3400

Citizenship: USA

(4)

Date: 11/13/00

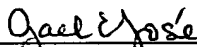

Daniel Ebert

Residence: 4164 East Lark Sparrow Street
Highlands Ranch, CO 80126
(303) 683-7129

Citizenship: U.S.A.

(5)

Date: 11/15/00


Gael Elen Jose

Residence: 13445 S.W. 80th Road
Pinecrest, FL 33156
(305) 235-0319

Citizenship: U.S.A.

(6)

Date: _____

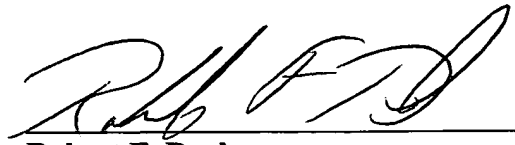

Jeffrey Shafer

Residence: 6383 East Laguna Circle
Highlands Ranch, CO 80126
(303) 791-1497

Citizenship: U.S.A.

(7)

Date: 11/13/00


Robert F. Drab

Residence: 400 South Steele Street
#65 Hyde Park
Denver, CO 80111
(303) 778-7922

Citizenship: U.S.A.

statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

(1)

Date: _____

Sharon K. Heidenreich

Residence: 766 E. Poppywood Drive
Highlands Ranch, CO 80126
(303) 471-2176

Citizenship: USA

(2)

Date: _____

Anthony J. Selway

Residence: 824 South Sherman
Denver, CO 80209
(303) 733-0823

Citizenship: BRITISH

(3)

Date: 11/22/08

W. H. Danda
**Woodrow Hendricks Danda (a/k/a
Anthony H. Danda)**

Residence: 1269 Logan Street, Apt. #30
Denver, CO 80203
Telephone: 303.861.4965

Citizenship: USA

(4)

Date: _____

Daniel Ebert

Residence: 4164 East Lark Sparrow Street
Highlands Ranch, CO 80126
(303) 683-7129

Citizenship: U.S.A.

(5)

Date: _____

Gael Ellen Jose

Residence: 13445 S.W. 80th Road
Pinecrest, FL 33156
(305) 235-0319

Citizenship: U.S.A.

(6)

Date: _____



Jeff D. Shafer

Residence: 10255 S. Knoll Court
Highlands Ranch, CO 80130
(303) 791-1497

Citizenship: U.S.A.

ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which is hereby acknowledged, **Sharon K. Heidenreich**, an individual and United States citizen, **Anthony J. Selway**, an individual and British citizen, **Woodrow Hendricks Danda (a/k/a Anthony H. Danda)**, an individual and United States citizen, **Daniel Ebert**, an individual and United States citizen, **Gael Ellen Jose**, an individual and United States citizen, **Jeff D. Shafer**, an individual and United States citizen, and **Robert F. Drab**, an individual and United States citizen ("Assignors") made the following assignment and promises to **SkyTeller LLC** ("Assignee"), a Delaware corporation having a principal place of business at 6200 S. Quebec Street, Englewood, CO 80111, in connection with said invention of a new, original, novel and unique control system and method for currency exchange and merchandise sales ("Invention").

Assignors hereby assign, transfer, and convey to Assignee the entire right, title and interest in and to

- (a) the Invention;
- (b) the application for United States Letters Patent executed by us on _____, 20__; _____, 20__; and _____, 20__.
- (c) any Letters Patent issued pursuant to, or as a result of, the application referenced above;
- (d) all applications for Letters Patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;
- (e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and
- (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.

1. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.

2. Assignors agree that, upon the request of Assignee, Assignors will

- (a) execute any and all divisional and renewal applications for the Invention or improvements;

- (b) execute any supplemental oath relating to the Invention or improvements;
- (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;
- (d) cooperate to the best of our ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
- (e) perform any and all affirmative acts to obtain Letters Patent and vest all right in such Letters Patent in Assignee; and
- (f) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

3. Assignors covenant and warrant that as of the date of this Assignment Agreement, Assignors are the true and lawful owners of the entire rights, titles, and interests in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that Assignors have not executed and will not execute any agreement in conflict with this Assignment Agreement.

4. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

4/13/00
Date

Sharon K. Heidenreich
Sharon K. Heidenreich

11/13/00
Date

Anthony J. Selway
Anthony J. Selway

11/22/00
Date

W. H. Danda
Woodrow Hendricks Danda
(a/k/a Anthony H. Danda)

Date

Daniel Ebert
Daniel Ebert

Date

Gael Ellen Jose
Gael Ellen Jose

Date

Jeffrey Shafer
Jeffrey Shafer

Date

Robert F. Drab
Robert F. Drab

STATE OF

COUNTY OF

Colorado
Arapahoe ss.
)

ACKNOWLEDGEMENTS

On this 13th day of November, 2000, before me, a Notary Public in and for the above State and County, personally appeared **Sharon K. Heidenreich**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

My Commission Expires:

My Commission Expires:

January 7, 2002

STATE OF

COUNTY OF

Colorado
) ss.
Arapahoe

Dawn Bullock
Notary Public

On this 13th day of November, 2000, before me, a Notary Public in and for the above State and County, personally appeared **Anthony J. Selway**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

My Commission Expires:

My Commission Expires:

January 7, 2002

Dawn Bullock
Notary Public

STATE OF Colorado
COUNTY OF Arapahoe ss.

On this 22nd day of November, 2000, before me, a Notary Public in and for the above State and County, personally appeared **Woodrow Hendricks Danda (a/k/a Anthony H. Danda)**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

Dawn Bullock

My Commission Expires:

Notary Public

My Commission Expires:
January 7, 2002

STATE OF Colorado
COUNTY OF Arapahoe ss.

On this 13th day of November, 2000, before me, a Notary Public in and for the above State and County, personally appeared **Daniel Ebert**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

Dawn Bullock

My Commission Expires:

Notary Public

My Commission Expires:
January 7, 2002

STATE OF)
COUNTY OF) ss.

On this 15th day of November, 2000, before me, a Notary Public in and for the above State and County, personally appeared **Gael Ellen Jose**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

Dawn Bullock

My Commission Expires:

Notary Public

My Commission Expires:
January 7, 2002

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 20__, before me, a Notary Public in and for the above State and County, personally appeared **Jeffrey Shafer**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

My Commission Expires:

Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe

On this 13th day of November, 2000, before me, a Notary Public in and for the above State and County, personally appeared **Robert F. Drab**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

My Commission Expires:

Daura Bullock
Notary Public

My Commission Expires:
January 7, 2002

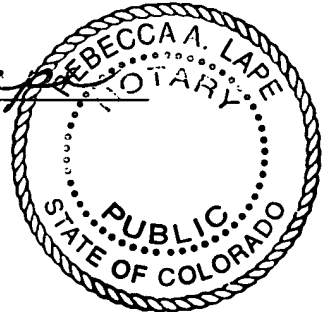


STATE OF)
Colorado) ss.
COUNTY OF)
AGADAHOE)

On this 22nd day of November, 2000, before me, a Notary Public in and for the above State and County, personally appeared **Jeff D. Shafer**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

My Commission Expires: 4/15/03

Rebecca A. Lape
Notary Public



STATE OF)
) ss.
COUNTY OF)

My Commission Expires April 15, 2003

On this ____ day of _____, 20__, before me, a Notary Public in and for the above State and County, personally appeared **Robert F. Drab**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

My Commission Expires:

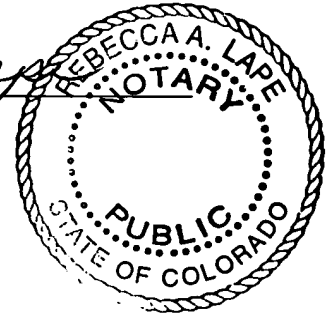
Notary Public

STATE OF)
Colorado) ss.
COUNTY OF)
ARAPAHOE)

On this 2nd day of November, 2000, before me, a Notary Public in and for the above State and County, personally appeared **Jeff D. Shafer**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

My Commission Expires: 4/15/03

Rebecca A. Lape
Notary Public



STATE OF)
) ss.
COUNTY OF)

My Commission Expires: 4/15/2003

On this ____ day of _____, 20__, before me, a Notary Public in and for the above State and County, personally appeared **Robert F. Drab**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

My Commission Expires:

Notary Public